

EXHIBIT “A”

THOMAS F. SACCHETTA, ESQUIRE

Attorney I.D. No. 46834

SACCHETTA & BALDINO

308 East Second Street

Media, PA 19063

(610) 891-9212

True Value Company
Law Department
Received

JAN 30 2012

*This is not an arbitration matter. Jury trial
is demanded. An assessment of damages
hearing is not required.*

Attorney for plaintiff

PAUL KINTZELL

Plaintiff

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA
CIVIL ACTION - LAW

v.

NOVEMBER TERM 2011

WORLD FACTORY, INC.

NO. 660

and

TRUE VALUE COMPANY

and

ACE HARDWARE CORPORATION

Defendants

NOTICE TO DEFEND**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Philadelphia County Bar Association
Lawyers Referral and Information Service
1 Reading Center
Philadelphia, PA 19107
[215] 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Asociacion De Licenciados De Filadelfia
Servicio De Referencia E Informacion Lega
One Reading Center
Filadelfia, Pennsylvania 19107
Telef.: [215] 238-1701

THOMAS F. SACCHETTA, ESQUIRE
 Attorney I.D. No. 46834
 SACCHETTA & BALDINO
 308 East Second Street
 Media, PA 19063
 (610) 891-9212

*This is not an arbitration matter. Jury trial
 is demanded. An assessment of damages
 hearing is not required.*

Attorney for plaintiff

PAUL KINTZELL
 2526 Bond Avenue
 Drexel Hill, PA 19026

Plaintiff

v.

WORLD FACTORY, INC.
 8 Campus Circle
 Westlake, TX 76262
 and
 TRUE VALUE COMPANY
 8600 West Bryn Mawr Avenue
 Chicago, IL 60631
 and
 ACE HARDWARE CORPORATION
 2200 Kensington Court
 Oak Brook, IL 60523

Defendants

COURT OF COMMON PLEAS
 PHILADELPHIA COUNTY, PA
 CIVIL ACTION - LAW

NOVEMBER TERM 2011
 NO. 660

PLAINTIFF'S COMPLAINT

AND NOW, comes the plaintiff, Paul Kintzell, by and through his attorney, Thomas F.

Sacchetta, Esquire, and avers as follows:

1. Plaintiff, Paul Kintzell, is an adult individual residing at 2526 Bond Avenue, Drexel Hill, Pennsylvania 19026.
2. Defendant, World Factory, Inc., is, upon information and believe, a corporation, partnership, sole proprietorship, unincorporated association or other legal entity existing under

the laws of the State of Texas with an address of 8 Campus Circle, Westlake, Texas 76262.

Defendant, World Factory, Inc., regularly conducts business in Philadelphia County.

3. Defendant, True Value Company, is, upon information and belief, a corporation, partnership, sole proprietorship, unincorporated association or other legal entity existing under the laws of the State of Illinois with an address of 8600 West Bryn Mawr Avenue, Chicago, Illinois 60631. Defendant, True Value Company, regularly conducts business in Philadelphia County.

4. Defendant, Ace Hardware Corporation, is, upon information and belief, a corporation, partnership, sole proprietorship, unincorporated association or other legal entity existing under the laws of the State of Illinois with an address of 2200 Kensington Court, Oak Brook, Illinois 60523. Defendant, Ace Hardware Corporation, regularly conducts business in Philadelphia County.

5. At all times material hereto, defendants, World Factory, Inc., True Value Company and Ace Hardware Corporation, were engaged in the selling, leasing, marketing, manufacturing and design of an 8' fiberglass step ladder, model #60600134 (hereinafter referred to as the "ladder").

6. On November 11, 2009, plaintiff, Paul Kintzell, while in the course and scope of his employment, was injured when he fell from the above referenced ladder.

7. The accident was caused by the negligence of defendants and each of them, and plaintiff brings this action to recover against them jointly and severally.

COUNT I

Plaintiff, Paul Kintzell v. Defendant, World Factory, Inc.

NEGLIGENCE

8. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

9. The incident and resulting injuries to plaintiff were caused by the negligence of defendant, World Factory, Inc., acting by and through its agents servants, workmen and employees.

10. Such negligence and carelessness consisted of the following:

- (a) failing to properly equip the ladder with appropriate safety devices;
- (b) failing to offer devices or products so as to make the ladder safe;
- (c) allowing its ladder to be sold in a defective condition;
- (d) failing to warn users or others subject to injury resulting from the dangerous product, of the dangers associates with the ladder;
- (e) failing to investigate the dangers associated with its ladder and its use;
- (f) placing its product in the stream of commerce when it knew it was not properly equipped with all features to make the ladder safe for its intended use;
- (g) failing to properly design the ladder so that it would not cause harm or increase harm to others;
- (h) designing, manufacturing, assembling, selling and/or leasing a ladder which they knew, or should have known, was in a defective condition;
- (i) failing to perform tests or studies about the operation of the ladder;

(k) ignoring evidence and facts about the dangers of the ladder when used in a reasonably foreseeable manner.

11. The accident was caused by the negligence and recklessness of defendant, World Factory, Inc., and was in no way caused by the plaintiff.

12. As a result of the accident, plaintiff, Paul Kintzell, suffered severe injuries which included, but were not limited to, fracture to both right and left wrist requiring open reduction and internal fixation of both wrists, right index finger injury requiring multiple surgeries and surgery to right thumb tendon transfer for rupture of the extensor tendon.

13. As a result of plaintiff's injuries, he has endured and will continue to endure great pain, suffering, inconvenience, embarrassment, mental anguish, and emotional and psychological trauma.

14. As a result of plaintiff's injuries, he has expended and will be required to expend large sums of money for medical treatment rehabilitation and therapeutic treatment, and other attendant services;

15. As a result of plaintiff's injuries, he has sustained and will continue to sustain lost earnings, and his earning capacity has been reduced and may be permanently impaired;

16. As a result of plaintiff's injuries, he has been and will in the future be unable to enjoy various pleasures of life that he previously enjoyed.

WHEREFORE, plaintiff, Paul Kintzell, demands judgment against defendants, jointly and severally, in an amount in excess of fifty thousand (\$50,000.00) dollars, and in excess of this Court's arbitrational limit.

COUNT II

Plaintiff, Paul Kintzell v. Defendant, True Value Company

NEGLIGENCE

17. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

18. The incident and resulting injuries to plaintiff were caused by the negligence of defendant, True Value Company, acting by and through its agents servants, workmen and employees.

19. Such negligence and carelessness consisted of the following:

- (a) failing to properly equip the ladder with appropriate safety devices;
- (b) failing to offer devices or products so as to make the ladder safe;
- (c) allowing its ladder to be sold in a defective condition;
- (d) failing to warn users or others subject to injury resulting from the dangerous product, of the dangers associated with the ladder;
- (e) failing to investigate the dangers associated with its ladder and its use;
- (f) placing its product in the stream of commerce when it knew it was not properly equipped with all features to make the ladder safe for its intended use;
- (g) failing to properly design the ladder so that it would not cause harm or increase harm to others;
- (h) designing, manufacturing, assembling, selling and/or leasing a ladder which they knew, or should have known, was in a defective condition;
- (i) failing to perform tests or studies about the operation of the ladder;

(k) ignoring evidence and facts about the dangers of the ladder when used in a reasonably foreseeable manner.

20. The accident was caused by the negligence and recklessness of defendant, True Value Company, and was in no way caused by the plaintiff.

21. As a result of the accident, plaintiff, Paul Kintzell, suffered severe injuries which included, but were not limited to, fracture to both right and left wrist requiring open reduction and internal fixation of both wrists, right index finger injury requiring multiple surgeries and surgery to right thumb tendon transfer for rupture of the extensor tendon.

22. As a result of plaintiff's injuries, he has endured and will continue to endure great pain, suffering, inconvenience, embarrassment, mental anguish, and emotional and psychological trauma.

23. As a result of plaintiff's injuries, he has expended and will be required to expend large sums of money for medical treatment rehabilitation and therapeutic treatment, and other attendant services;

24. As a result of plaintiff's injuries, he has sustained and will continue to sustain lost earnings, and his earning capacity has been reduced and may be permanently impaired;

25. As a result of plaintiff's injuries, he has been and will in the future be unable to enjoy various pleasures of life that he previously enjoyed.

WHEREFORE, plaintiff, Paul Kintzell, demands judgment against defendants, jointly and severally, in an amount in excess of fifty thousand (\$50,000.00) dollars, and in excess of this Court's arbitrational limit.

COUNT III

Plaintiff, Paul Kintzell v. Defendant, Ace Hardware Corporation

NEGLIGENCE

26. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

27. The incident and resulting injuries to plaintiff were caused by the negligence of defendant, Ace Hardware Corporation, acting by and through its agents servants, workmen and employees.

28. Such negligence and carelessness consisted of the following:

- (a) failing to properly equip the ladder with appropriate safety devices;
- (b) failing to offer devices or products so as to make the ladder safe;
- (c) allowing its ladder to be sold in a defective condition;
- (d) failing to warn users or others subject to injury resulting from the dangerous product; of the dangers associates with the ladder;
- (e) failing to investigate the dangers associated with its ladder and its use;
- (f) placing its product in the stream of commerce when it knew it was not properly equipped with all features to make the ladder safe for its intended use;
- (g) failing to properly design the ladder so that it would not cause harm or increase harm to others;
- (h) designing, manufacturing, assembling, selling and/or leasing a ladder which they knew, or should have known, was in a defective condition;
- (i) failing to perform tests or studies about the operation of the ladder;

(k) ignoring evidence and facts about the dangers of the ladder when used in a reasonably foreseeable manner.

29. The accident was caused by the negligence and recklessness of defendant, Ace Hardware Corporation, and was in no way caused by the plaintiff.

30. As a result of the accident, plaintiff, Paul Kintzell, suffered severe injuries which included, but were not limited to, fracture to both right and left wrist requiring open reduction and internal fixation of both wrists, right index finger injury requiring multiple surgeries and surgery to right thumb tendon transfer for rupture of the extensor tendon.

31. As a result of plaintiff's injuries, he has endured and will continue to endure great pain, suffering, inconvenience, embarrassment, mental anguish, and emotional and psychological trauma.

32. As a result of plaintiff's injuries, he has expended and will be required to expend large sums of money for medical treatment rehabilitation and therapeutic treatment, and other attendant services;

33. As a result of plaintiff's injuries, he has sustained and will continue to sustain lost earnings, and his earning capacity has been reduced and may be permanently impaired;

34. As a result of plaintiff's injuries, he has been and will in the future be unable to enjoy various pleasures of life that he previously enjoyed.

WHEREFORE, plaintiff, Paul Kintzell, demands judgment against defendants, jointly and severally, in an amount in excess of fifty thousand (\$50,000.00) dollars, and in excess of this Court's arbitrational limit.

COUNT IV

Plaintiff, John Kinsey v. Defendant, World Factory, Inc.

**PRODUCTS LIABILITY UNDER RESTATEMENT OF TORTS (SECOND),
§402(a) AND PENNSYLVANIA INTERPRETIVE COMMON LAW**

35. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

36. The injuries and damages plaintiff were directly and proximately caused by the defective condition of the ladder, either by virtue of its defective design, defective manufacture, or defendant's failure to adequately warn of the dangers of the product, for which defendant, World Factory, Inc., is strictly liable to plaintiff.

37. The ladder involved in the accident described above was defective for its foreseeable use and purpose.

38. The injuries and damages suffered by plaintiff were directly and proximately caused by the defective design, manufacture or failure to warn or adequately warn of the dangers associated with the ladder involved in the accident.

39. The injuries and damages suffered by plaintiff were directly and proximately caused by the failure of defendant, World Factory, Inc., to equip the ladder with all devices necessary to make it safe for its intended use.

WHEREFORE, plaintiff requests this court hold defendant, World Factory, Inc., strictly liable, jointly and severally, because its product was defective, as defined by Restatement of Torts (Second), §402(a) and Pennsylvania interpretive common law, and that an award of damages be entered in favor of plaintiff in an amount in excess of \$50,000.00 and in excess of

this court's arbitrational limit.

COUNT V

Plaintiff, John Kinsey v. Defendant, True Value Company

**PRODUCTS LIABILITY UNDER RESTATEMENT OF TORTS (SECOND),
§402(a) AND PENNSYLVANIA INTERPRETIVE COMMON LAW**

40. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

41. The injuries and damages plaintiff were directly and proximately caused by the defective condition of the ladder, either by virtue of its defective design, defective manufacture, or defendant's failure to adequately warn of the dangers of the product, for which defendant, World Factory, Inc., is strictly liable to plaintiff.

42. The ladder involved in the accident described above was defective for its foreseeable use and purpose.

43. The injuries and damages suffered by plaintiff were directly and proximately caused by the defective design, manufacture or failure to warn or adequately warn of the dangers associated with the ladder involved in the accident.

44. The injuries and damages suffered by plaintiff were directly and proximately caused by the failure of defendant, True Value Company, to equip the ladder with all devices necessary to make it safe for its intended use.

WHEREFORE, plaintiff requests this court hold defendant, True Value Company, strictly liable, jointly and severally, because its product was defective, as defined by Restatement of Torts (Second), §402(a) and Pennsylvania interpretive common law, and that an award of

damages be entered in favor of plaintiff in an amount in excess of \$50,000.00 and in excess of this court's arbitrational limit.

COUNT VI

Plaintiff, John Kinsey v. Defendant, Ace Hardware Corporation

**PRODUCTS LIABILITY UNDER RESTATEMENT OF TORTS (SECOND),
§402(a) AND PENNSYLVANIA INTERPRETIVE COMMON LAW**

45. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

46. The injuries and damages plaintiff were directly and proximately caused by the defective condition of the ladder, either by virtue of its defective design, defective manufacture, or defendant's failure to adequately warn of the dangers of the product, for which defendant, World Factory, Inc., is strictly liable to plaintiff.

47. The ladder involved in the accident described above was defective for its foreseeable use and purpose.

48. The injuries and damages suffered by plaintiff were directly and proximately caused by the defective design, manufacture or failure to warn or adequately warn of the dangers associated with the ladder involved in the accident.

49. The injuries and damages suffered by plaintiff were directly and proximately caused by the failure of defendant, Ace Hardware Corporation, to equip the ladder with all devices necessary to make it safe for its intended use.

WHEREFORE, plaintiff requests this court hold defendant, Ace Hardware Corporation, strictly liable, jointly and severally, because its product was defective, as defined by Restatement

of Torts (Second), §402(a) and Pennsylvania interpretive common law, and that an award of damages be entered in favor of plaintiff in an amount in excess of \$50,000.00 and in excess of this court's arbitral limit.

COUNT VII - BREACH OF WARRANTY

Plaintiff, Paul Kintzell v. Defendant, World Factory, Inc.

50. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

51. At the time that they sold, leased or rented the defective ladder at issue, defendant, World Factory, Inc., was in the business of manufacturing and marketing ladders and was, with respect to this ladder, a "merchant" within the meaning of Article II of the Pennsylvania Uniform Commercial Code.

52. The injuries and damages sustained by plaintiff, World Factory, Inc., was caused by a breach of the implied warranty of merchantability extended to plaintiff by defendant, World Factory, Inc., in connection with its sale, lease or rental of the defective ladder.

WHEREFORE, plaintiff demands judgment against all defendants, jointly and severally, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars and in an amount in excess of that requiring compulsory arbitration.

COUNT VIII - BREACH OF WARRANTY

Plaintiff, Paul Kintzell v. Defendant, True Value Company

51. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

52. At the time that they sold, leased or rented the defective ladder at issue, defendant,

True Value Company, was in the business of manufacturing and marketing ladders and was, with respect to this ladder, a "merchant" within the meaning of Article II of the Pennsylvania Uniform Commercial Code.

53. The injuries and damages sustained by plaintiff, True Value Company, was caused by a breach of the implied warranty of merchantability extended to plaintiff by defendant, True Value Company, in connection with its sale, lease or rental of the defective ladder.

WHEREFORE, plaintiff demands judgment against all defendants, jointly and severally, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars and in an amount in excess of that requiring compulsory arbitration.

COUNT IX - BREACH OF WARRANTY

Plaintiff, Paul Kintzell v. Defendant, Ace Hardware Corporation

54. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

55. At the time that they sold, leased or rented the defective ladder at issue, defendant, Ace Hardware Corporation, was in the business of manufacturing and marketing ladders and was, with respect to this ladder, a "merchant" within the meaning of Article II of the Pennsylvania Uniform Commercial Code.

56. The injuries and damages sustained by plaintiff, Ace Hardware Corporation, was caused by a breach of the implied warranty of merchantability extended to plaintiff by defendant, Ace Hardware Corporation, in connection with its sale, lease or rental of the defective ladder.

WHEREFORE, plaintiff demands judgment against all defendants, jointly and severally, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars and in an amount in excess of

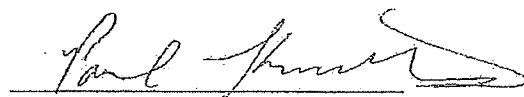
that requiring compulsory arbitration.

SACCHETTA & BALDINO

By: /s/ Thomas F. Sacchetta
THOMAS F. SACCHETTA, ESQUIRE
Attorney for plaintiff

VERIFICATION

I hereby verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Paul J. Smith", is written over a horizontal line.

CERTIFICATE OF SERVICE

Thomas F. Sacchetta, Esquire, attorney for plaintiff, hereby certifies that a true and correct copy of the foregoing Complaint was served via First Class Mail on January 26, 2012 on the following:

Warren E. Voter, Esquire
Sweeney & Sheehan
1515 Market Street, 19th Floor
Philadelphia, PA 19102

World Factory, Inc.
8 Campus Circle
Westlake, TX 76262

True Value Company
8600 West Bryn Mawr Avenue
Chicago, IL 60631

SACCHETTA & BALDINO

By: /s/ Thomas F. Sacchetta
THOMAS F. SACCHETTA, ESQUIRE
Attorney for plaintiff

EXHIBIT “B”

KELLY HART

BRANDON HURLEY
brandon.hurley@kellyhart.com

TELEPHONE: 817-878-3542
FAX: -817-878-9280

February 19, 2012

Joseph N. Bongiovanni IV
Marks, O'Neill, O'Brien & Courtney, P.C.
Suite 1900
1800 John F. Kennedy Boulevard
Philadelphia, PA 19103

VIA EMAIL

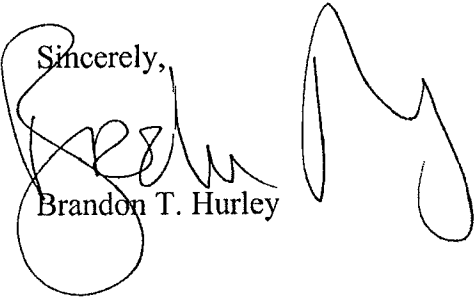
Re: Kintzell v. World Factory, *et al.*, Case No. 660; pending in the Court of Common Please,
Philadelphia County, Pennsylvania

Dear Joe:

As we discussed, this firm is the outside counsel for World Factory, Inc. World Factory is a Delaware corporation with its headquarters located in Tarrant County, Texas. It does not maintain an office in Pennsylvania.

On behalf of World Factory, Inc., we consent to the removal of the above referenced case to federal district court based on the diversity of the parties.

Sincerely,


Brandon T. Hurley

Document2

FORT WORTH OFFICE | 201 MAIN STREET, SUITE 2500 | FORT WORTH, TX 76102 | TELEPHONE: (817) 332-2500 | FAX: (817) 878-9280
AUSTIN OFFICE | 301 CONGRESS, SUITE 2000 | AUSTIN, TX 78701 | TELEPHONE: (512) 495-6400 | FAX: (512) 495-6401

Kelly Hart & Hallman, a Limited Liability Partnership | www.kellyhart.com

EXHIBIT “C”

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PAUL KINTZELL	CIVIL ACTION
v.	
WORLD FACTORY, INC., TRUE VALUE COMPANY and ACE HARDWARE CORPORATION	NO.

CONSENT AND JOINDER IN NOTICE OF REMOVAL OF CIVIL ACTION

Defendant, ACE Hardware Corporation is a Delaware Corporation with its principal place of business located at 2200 Kensington Court, Oak Brook, IL 60523 and by and through its attorneys, SWEENEY & SHEEHAN, hereby consents to and joins in the Notice of Removal of Civil Action filed by Defendant, True Value Company.

SWEENEY & SHEEHAN

By: _____

Warren E. Voter
Attorney for Defendant,
ACE Hardware Corporation

EXHIBIT “D”

MARKS, O'NEILL, O'BRIEN & COURTNEY, P.C.

ATTORNEYS AT LAW

www.mooclaw.com

PHILADELPHIA OFFICE

Suite 1900

1800 John F. Kennedy Boulevard

Philadelphia, PA 19103

(215) 564-6688 Fax: (215) 564-2526

Joseph N. Bongiovanni IV

Member NJ & PA Bars

jbongiovanni@mooclaw.com

February 17, 2012

VIA FACSIMILE

Thomas F. Sacchetta, Esquire

Sacchetta & Baldino

308 East Second Street

Media, PA 19063

RE: Paul Kintzell v. World Factory, Inc., True Value Company and Ace Hardware Corporation; PCCP 111100660
Our File No.: 308-93157

Dear Mr. Sacchetta:

I hope you are doing well. I called you earlier today regarding this case. Kindly confirm that Plaintiff's Complaint in the above-referenced matter seeks in excess of \$75,000 in damages by the close of business on Monday, February 20, 2012. If we do not hear from you by then, we will assume Plaintiff's Complaint meets the federal jurisdiction monetary requirements for removal and file a notice to remove.

Thank you for your attention to this matter.

Sincerely,

MARKS, O'NEILL, O'BRIEN & COURTNEY, P.C.

By: 

Joseph N. Bongiovanni

Christa A. Solanelli

CAS/akc

Cc: Warren E. Voter, Esquire (via fax)

{PH522948.1}

Pennsauken
New Jersey

New York City
New York

Pittsburgh
Pennsylvania

Wilmington
Delaware

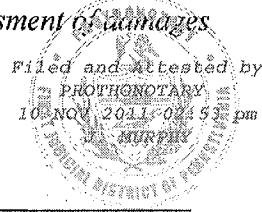
Towson
Maryland

Elmsford
New York

EXHIBIT “E”

THOMAS F. SACCHETTA, ESQUIRE
Attorney I.D. No. 46834
SACCHETTA & BALDINO
308 East Second Street
Media, PA 19063
(610) 891-9212

*This is not an arbitration matter. Jury trial
is demanded. An assessment of damages
hearing is not required.*



Attorney for plaintiff

PAUL KINTZELL
2526 Bond Avenue
Drexel Hill, PA 19026

Plaintiff

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA
CIVIL ACTION - LAW

v.

WORLD FACTORY, INC.
8 Campus Circle
Westlake, TX 76262
and
TRUE VALUE COMPANY
8600 West Bryn Mawr Avenue
Chicago, IL 60631

and
ACE HARDWARE CORPORATION
2200 Kensington Court
Oak Brook, IL 60523

Defendants

PRAECIPE TO ISSUE WRIT OF SUMMONS

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons - Civil Action in the above-captioned matter.

/s/ Thomas F. Sacchetta
THOMAS F. SACCHETTA, ESQUIRE
Attorney for plaintiff

OF COUNSEL:
SACCHETTA & BALDINO
308 EAST SECOND STREET
MEDIA, PA 19063

C.P.97

Commonwealth of Pennsylvania
CITY AND COUNTY OF PHILADELPHIA

SUMMONS
CITACION

Paul Kintzell

COURT OF COMMON PLEAS

_____ Term, 20_____

No. _____

vs.

World Factory, Inc.,
True Value Company and
Ace Hardware Corporation

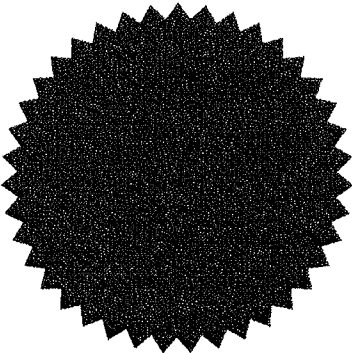
To⁽¹⁾

World Factory, Inc.,
True Value Company and
Ace Hardware Corporation

You are notified that the Plaintiff⁽²⁾
Usted esta avisado que el demandante⁽²⁾

Paul Kintzell

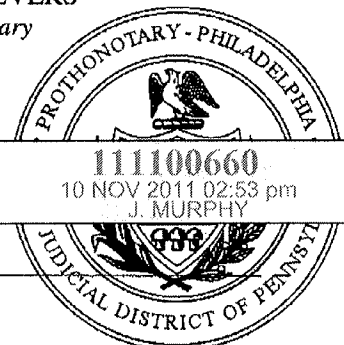
Has (have) commenced an action against you.
Ha (han) iniciado una accion en contra suya.



JOSEPH H. EVERS
Prothonotary

By _____

Date _____



⁽¹⁾ Name(s) of Defendant(s)
⁽²⁾ Name(s) of Plaintiff(s)

COURT OF COMMON PLEAS

____ Term, 20 ____ No. ____

Paul Kintzell

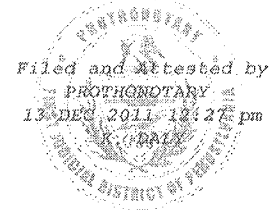
vs.

World Factory, Inc.,
True Value Company and
Ace Hardware Corporation

SUMMONS

THOMAS F. SACCHETTA, ESQUIRE
Attorney I.D. No. 46834
SACCHETTA & BALDINO
308 East Second Street
Media, PA 19063
(610) 891-9212

Attorney for plaintiff



PAUL KINTZELL	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY, PA
Plaintiff	:	CIVIL ACTION - LAW
	:	
v.	:	NOVEMBER TERM 2011
	:	NO. 660
WORLD FACTORY, INC., et al.	:	
Defendants	:	
Commonwealth of Pennsylvania	:	
	:	
County of Delaware	:	

AFFIDAVIT OF SERVICE

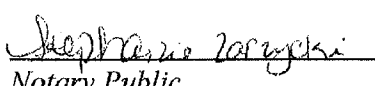
Thomas F. Sacchetta, Esquire, being duly sworn according to law, does hereby certify that he caused a time-stamped copy of the Writ of Summons, in this matter, to be served upon defendant, True Value Company, via Certified Mail, Return Receipt Requested directed to 8600 West Bryn Mawr Avenue, Chicago, Illinois 60631. A copy of the certified mail receipt evidencing delivery is attached hereto.

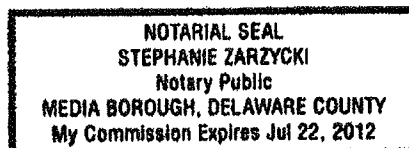
SACCHETTA & BALDINO

By:


THOMAS F. SACCHETTA, ESQUIRE
Attorney for plaintiff

Sworn to and subscribed before me
this 9th day of December 2011.


Notary Public



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. <i>5016</i> 		A. Signature <i>X</i> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <i>True Value Company</i> <i>8600 West Bryn Mawr Avenue</i> <i>Chicago, IL 60631</i>		B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7010 0290 0003 1551 6927	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1640	

THOMAS F. SACCHETTA, ESQUIRE
 Attorney I.D. No. 46834
 SACCHETTA & BALDINO
 308 East Second Street
 Media, PA 19063
 (610) 891-9212

True Value Company
 Law Department
 Received
 JAN 30 2012

*This is not an arbitration matter. Jury trial
 is demanded. An assessment of damages
 hearing is not required.*

Attorney for plaintiff



PAUL KINTZELL	:	COURT OF COMMON PLEAS
Plaintiff	:	PHILADELPHIA COUNTY, PA
	:	CIVIL ACTION - LAW
v.	:	
	:	NOVEMBER TERM 2011
WORLD FACTORY, INC.	:	NO. 660
and	:	
TRUE VALUE COMPANY	:	
and	:	
ACE HARDWARE CORPORATION	:	
Defendants	:	

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Philadelphia County Bar Association
 Lawyers Referral and Information Service
 1 Reading Center
 Philadelphia, PA 19107
 [215] 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Asociacion De Licenciados De Filadelfia
 Servicio De Referencia E Informacion Lega
 One Reading Center
 Filadelfia, Pennsylvania 19107
 Telef.: [215] 238-1701

THOMAS F. SACCHETTA, ESQUIRE
 Attorney I.D. No. 46834
 SACCHETTA & BALDINO
 308 East Second Street
 Media, PA 19063
 (610) 891-9212

*This is not an arbitration matter. Jury trial
 is demanded. An assessment of damages
 hearing is not required.*

Attorney for plaintiff

PAUL KINTZELL
 2526 Bond Avenue
 Drexel Hill, PA 19026

Plaintiff

v.

WORLD FACTORY, INC.
 8 Campus Circle
 Westlake, TX 76262

and

TRUE VALUE COMPANY
 8600 West Bryn Mawr Avenue
 Chicago, IL 60631

and

ACE HARDWARE CORPORATION
 2200 Kensington Court
 Oak Brook, IL 60523

Defendants

COURT OF COMMON PLEAS
 PHILADELPHIA COUNTY, PA
 CIVIL ACTION - LAW

NOVEMBER TERM 2011
 NO. 660

PLAINTIFF'S COMPLAINT

AND NOW, comes the plaintiff, Paul Kintzell, by and through his attorney, Thomas F.

Sacchetta, Esquire, and avers as follows:

1. Plaintiff, Paul Kintzell, is an adult individual residing at 2526 Bond Avenue, Drexel Hill, Pennsylvania 19026.
2. Defendant, World Factory, Inc., is, upon information and believe, a corporation, partnership, sole proprietorship, unincorporated association or other legal entity existing under

the laws of the State of Texas with an address of 8 Campus Circle, Westlake, Texas 76262.

Defendant, World Factory, Inc., regularly conducts business in Philadelphia County.

3. Defendant, True Value Company, is, upon information and belief, a corporation, partnership, sole proprietorship, unincorporated association or other legal entity existing under the laws of the State of Illinois with an address of 8600 West Bryn Mawr Avenue, Chicago, Illinois 60631. Defendant, True Value Company, regularly conducts business in Philadelphia County.

4. Defendant, Ace Hardware Corporation, is, upon information and belief, a corporation, partnership, sole proprietorship, unincorporated association or other legal entity existing under the laws of the State of Illinois with an address of 2200 Kensington Court, Oak Brook, Illinois 60523. Defendant, Ace Hardware Corporation, regularly conducts business in Philadelphia County.

5. At all times material hereto, defendants, World Factory, Inc., True Value Company and Ace Hardware Corporation, were engaged in the selling, leasing, marketing, manufacturing and design of an 8' fiberglass step ladder, model #60600134 (hereinafter referred to as the "ladder").

6. On November 11, 2009, plaintiff, Paul Kintzell, while in the course and scope of his employment, was injured when he fell from the above referenced ladder.

7. The accident was caused by the negligence of defendants and each of them, and plaintiff brings this action to recover against them jointly and severally.

COUNT I

Plaintiff, Paul Kintzell v. Defendant, World Factory, Inc.

NEGLIGENCE

8. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

9. The incident and resulting injuries to plaintiff were caused by the negligence of defendant, World Factory, Inc., acting by and through its agents servants, workmen and employees.

10. Such negligence and carelessness consisted of the following:

- (a) failing to properly equip the ladder with appropriate safety devices;
- (b) failing to offer devices or products so as to make the ladder safe;
- (c) allowing its ladder to be sold in a defective condition;
- (d) failing to warn users or others subject to injury resulting from the dangerous product, of the dangers associated with the ladder;
- (e) failing to investigate the dangers associated with its ladder and its use;
- (f) placing its product in the stream of commerce when it knew it was not properly equipped with all features to make the ladder safe for its intended use;
- (g) failing to properly design the ladder so that it would not cause harm or increase harm to others;
- (h) designing, manufacturing, assembling, selling and/or leasing a ladder which they knew, or should have known, was in a defective condition;
- (i) failing to perform tests or studies about the operation of the ladder;

(k) ignoring evidence and facts about the dangers of the ladder when used in a reasonably foreseeable manner.

11. The accident was caused by the negligence and recklessness of defendant, World Factory, Inc., and was in no way caused by the plaintiff.

12. As a result of the accident, plaintiff, Paul Kintzell, suffered severe injuries which included, but were not limited to, fracture to both right and left wrist requiring open reduction and internal fixation of both wrists, right index finger injury requiring multiple surgeries and surgery to right thumb tendon transfer for rupture of the extensor tendon.

13. As a result of plaintiff's injuries, he has endured and will continue to endure great pain, suffering, inconvenience, embarrassment, mental anguish, and emotional and psychological trauma.

14. As a result of plaintiff's injuries, he has expended and will be required to expend large sums of money for medical treatment rehabilitation and therapeutic treatment, and other attendant services;

15. As a result of plaintiff's injuries, he has sustained and will continue to sustain lost earnings, and his earning capacity has been reduced and may be permanently impaired;

16. As a result of plaintiff's injuries, he has been and will in the future be unable to enjoy various pleasures of life that he previously enjoyed.

WHEREFORE, plaintiff, Paul Kintzell, demands judgment against defendants, jointly and severally, in an amount in excess of fifty thousand (\$50,000.00) dollars, and in excess of this Court's arbitrational limit.

COUNT II

Plaintiff, Paul Kintzell v. Defendant, True Value Company

NEGLIGENCE

17. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

18. The incident and resulting injuries to plaintiff were caused by the negligence of defendant, True Value Company, acting by and through its agents servants, workmen and employees.

19. Such negligence and carelessness consisted of the following:

- (a) failing to properly equip the ladder with appropriate safety devices;
- (b) failing to offer devices or products so as to make the ladder safe;
- (c) allowing its ladder to be sold in a defective condition;
- (d) failing to warn users or others subject to injury resulting from the dangerous product, of the dangers associates with the ladder;
- (e) failing to investigate the dangers associated with its ladder and its use;
- (f) placing its product in the stream of commerce when it knew it was not properly equipped with all features to make the ladder safe for its intended use;
- (g) failing to properly design the ladder so that it would not cause harm or increase harm to others;
- (h) designing, manufacturing, assembling, selling and/or leasing a ladder which they knew, or should have known, was in a defective condition;
- (i) failing to perform tests or studies about the operation of the ladder;

(k) ignoring evidence and facts about the dangers of the ladder when used in a reasonably foreseeable manner.

20. The accident was caused by the negligence and recklessness of defendant, True Value Company, and was in no way caused by the plaintiff.

21. As a result of the accident, plaintiff, Paul Kintzell, suffered severe injuries which included, but were not limited to, fracture to both right and left wrist requiring open reduction and internal fixation of both wrists, right index finger injury requiring multiple surgeries and surgery to right thumb tendon transfer for rupture of the extensor tendon.

22. As a result of plaintiff's injuries, he has endured and will continue to endure great pain, suffering, inconvenience, embarrassment, mental anguish, and emotional and psychological trauma.

23. As a result of plaintiff's injuries, he has expended and will be required to expend large sums of money for medical treatment rehabilitation and therapeutic treatment, and other attendant services;

24. As a result of plaintiff's injuries, he has sustained and will continue to sustain lost earnings, and his earning capacity has been reduced and may be permanently impaired;

25. As a result of plaintiff's injuries, he has been and will in the future be unable to enjoy various pleasures of life that he previously enjoyed.

WHEREFORE, plaintiff, Paul Kintzell, demands judgment against defendants, jointly and severally, in an amount in excess of fifty thousand (\$50,000.00) dollars, and in excess of this Court's arbitrational limit.

COUNT III

Plaintiff, Paul Kintzell v. Defendant, Ace Hardware Corporation

NEGLIGENCE

26. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

27. The incident and resulting injuries to plaintiff were caused by the negligence of defendant, Ace Hardware Corporation, acting by and through its agents servants, workmen and employees.

28. Such negligence and carelessness consisted of the following:

- (a) failing to properly equip the ladder with appropriate safety devices;
- (b) failing to offer devices or products so as to make the ladder safe;
- (c) allowing its ladder to be sold in a defective condition;
- (d) failing to warn users or others subject to injury resulting from the dangerous product, of the dangers associates with the ladder;
- (e) failing to investigate the dangers associated with its ladder and its use;
- (f) placing its product in the stream of commerce when it knew it was not properly equipped with all features to make the ladder safe for its intended use;
- (g) failing to properly design the ladder so that it would not cause harm or increase harm to others;
- (h) designing, manufacturing, assembling, selling and/or leasing a ladder which they knew, or should have known, was in a defective condition;
- (i) failing to perform tests or studies about the operation of the ladder;

(k) ignoring evidence and facts about the dangers of the ladder when used in a reasonably foreseeable manner.

29. The accident was caused by the negligence and recklessness of defendant, Ace Hardware Corporation, and was in no way caused by the plaintiff.

30. As a result of the accident, plaintiff, Paul Kintzell, suffered severe injuries which included, but were not limited to, fracture to both right and left wrist requiring open reduction and internal fixation of both wrists, right index finger injury requiring multiple surgeries and surgery to right thumb tendon transfer for rupture of the extensor tendon.

31. As a result of plaintiff's injuries, he has endured and will continue to endure great pain, suffering, inconvenience, embarrassment, mental anguish, and emotional and psychological trauma.

32. As a result of plaintiff's injuries, he has expended and will be required to expend large sums of money for medical treatment rehabilitation and therapeutic treatment, and other attendant services;

33. As a result of plaintiff's injuries, he has sustained and will continue to sustain lost earnings, and his earning capacity has been reduced and may be permanently impaired;

34. As a result of plaintiff's injuries, he has been and will in the future be unable to enjoy various pleasures of life that he previously enjoyed.

WHEREFORE, plaintiff, Paul Kintzell, demands judgment against defendants, jointly and severally, in an amount in excess of fifty thousand (\$50,000.00) dollars, and in excess of this Court's arbitrational limit.

COUNT IV

Plaintiff, John Kinsey v. Defendant, World Factory, Inc.

**PRODUCTS LIABILITY UNDER RESTATEMENT OF TORTS (SECOND),
§402(a) AND PENNSYLVANIA INTERPRETIVE COMMON LAW**

35. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

36. The injuries and damages plaintiff were directly and proximately caused by the defective condition of the ladder, either by virtue of its defective design, defective manufacture, or defendant's failure to adequately warn of the dangers of the product, for which defendant, World Factory, Inc., is strictly liable to plaintiff.

37. The ladder involved in the accident described above was defective for its foreseeable use and purpose.

38. The injuries and damages suffered by plaintiff were directly and proximately caused by the defective design, manufacture or failure to warn or adequately warn of the dangers associated with the ladder involved in the accident.

39. The injuries and damages suffered by plaintiff were directly and proximately caused by the failure of defendant, World Factory, Inc., to equip the ladder with all devices necessary to make it safe for its intended use.

WHEREFORE, plaintiff requests this court hold defendant, World Factory, Inc., strictly liable, jointly and severally, because its product was defective, as defined by Restatement of Torts (Second), §402(a) and Pennsylvania interpretive common law, and that an award of damages be entered in favor of plaintiff in an amount in excess of \$50,000.00 and in excess of

this court's arbitrational limit.

COUNT V

Plaintiff, John Kinsey v. Defendant, True Value Company

**PRODUCTS LIABILITY UNDER RESTATEMENT OF TORTS (SECOND),
§402(a) AND PENNSYLVANIA INTERPRETIVE COMMON LAW**

40. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

41. The injuries and damages plaintiff were directly and proximately caused by the defective condition of the ladder, either by virtue of its defective design, defective manufacture, or defendant's failure to adequately warn of the dangers of the product, for which defendant, World Factory, Inc., is strictly liable to plaintiff.

42. The ladder involved in the accident described above was defective for its foreseeable use and purpose.

43. The injuries and damages suffered by plaintiff were directly and proximately caused by the defective design, manufacture or failure to warn or adequately warn of the dangers associated with the ladder involved in the accident.

44. The injuries and damages suffered by plaintiff were directly and proximately caused by the failure of defendant, True Value Company, to equip the ladder with all devices necessary to make it safe for its intended use.

WHEREFORE, plaintiff requests this court hold defendant, True Value Company, strictly liable, jointly and severally, because its product was defective, as defined by Restatement of Torts (Second), §402(a) and Pennsylvania interpretive common law, and that an award of

damages be entered in favor of plaintiff in an amount in excess of \$50,000.00 and in excess of this court's arbitrational limit.

COUNT VI

Plaintiff, John Kinsey v. Defendant, Ace Hardware Corporation

**PRODUCTS LIABILITY UNDER RESTATEMENT OF TORTS (SECOND),
§402(a) AND PENNSYLVANIA INTERPRETIVE COMMON LAW**

45. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

46. The injuries and damages plaintiff were directly and proximately caused by the defective condition of the ladder, either by virtue of its defective design, defective manufacture, or defendant's failure to adequately warn of the dangers of the product, for which defendant, World Factory, Inc., is strictly liable to plaintiff.

47. The ladder involved in the accident described above was defective for its foreseeable use and purpose.

48. The injuries and damages suffered by plaintiff were directly and proximately caused by the defective design, manufacture or failure to warn or adequately warn of the dangers associated with the ladder involved in the accident.

49. The injuries and damages suffered by plaintiff were directly and proximately caused by the failure of defendant, Ace Hardware Corporation, to equip the ladder with all devices necessary to make it safe for its intended use.

WHEREFORE, plaintiff requests this court hold defendant, Ace Hardware Corporation, strictly liable, jointly and severally, because its product was defective, as defined by Restatement

of Torts (Second), §402(a) and Pennsylvania interpretive common law, and that an award of damages be entered in favor of plaintiff in an amount in excess of \$50,000.00 and in excess of this court's arbitrational limit.

COUNT VII - BREACH OF WARRANTY

Plaintiff, Paul Kintzell v. Defendant, World Factory, Inc.

50. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

51. At the time that they sold, leased or rented the defective ladder at issue, defendant, World Factory, Inc., was in the business of manufacturing and marketing ladders and was, with respect to this ladder, a "merchant" within the meaning of Article II of the Pennsylvania Uniform Commercial Code.

52. The injuries and damages sustained by plaintiff, World Factory, Inc., was caused by a breach of the implied warranty of merchantability extended to plaintiff by defendant, World Factory, Inc., in connection with its sale, lease or rental of the defective ladder.

WHEREFORE, plaintiff demands judgment against all defendants, jointly and severally, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars and in an amount in excess of that requiring compulsory arbitration.

COUNT VIII - BREACH OF WARRANTY

Plaintiff, Paul Kintzell v. Defendant, True Value Company

51. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

52. At the time that they sold, leased or rented the defective ladder at issue, defendant,

True Value Company, was in the business of manufacturing and marketing ladders and was, with respect to this ladder, a "merchant" within the meaning of Article II of the Pennsylvania Uniform Commercial Code.

53. The injuries and damages sustained by plaintiff, True Value Company, was caused by a breach of the implied warranty of merchantability extended to plaintiff by defendant, True Value Company, in connection with its sale, lease or rental of the defective ladder.

WHEREFORE, plaintiff demands judgment against all defendants, jointly and severally, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars and in an amount in excess of that requiring compulsory arbitration.

COUNT IX - BREACH OF WARRANTY

Plaintiff, Paul Kintzell v. Defendant, Ace Hardware Corporation

54. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as though fully set forth at length.

55. At the time that they sold, leased or rented the defective ladder at issue, defendant, Ace Hardware Corporation, was in the business of manufacturing and marketing ladders and was, with respect to this ladder, a "merchant" within the meaning of Article II of the Pennsylvania Uniform Commercial Code.

56. The injuries and damages sustained by plaintiff, Ace Hardware Corporation, was caused by a breach of the implied warranty of merchantability extended to plaintiff by defendant, Ace Hardware Corporation, in connection with its sale, lease or rental of the defective ladder.

WHEREFORE, plaintiff demands judgment against all defendants, jointly and severally, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars and in an amount in excess of

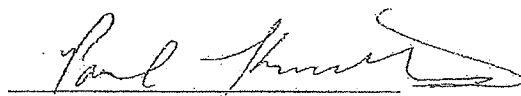
that requiring compulsory arbitration.

SACCHETTA & BALDINO

By: /s/ Thomas F. Sacchetta
THOMAS F. SACCHETTA, ESQUIRE
Attorney for plaintiff

VERIFICATION

I hereby verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Paul J. Smith", is written over a horizontal line.

CERTIFICATE OF SERVICE

Thomas F. Sacchetta, Esquire, attorney for plaintiff, hereby certifies that a true and correct copy of the foregoing Complaint was served via First Class Mail on January 26, 2012 on the following:

Warren E. Voter, Esquire
Sweeney & Sheehan
1515 Market Street, 19th Floor
Philadelphia, PA 19102

World Factory, Inc.
8 Campus Circle
Westlake, TX 76262

True Value Company
8600 West Bryn Mawr Avenue
Chicago, IL 60631

SACCHETTA & BALDINO

By: /s/ Thomas F. Sacchetta
THOMAS F. SACCHETTA, ESQUIRE
Attorney for plaintiff